



LEGAL NOTICE

REQUEST FOR BID SEALED BID 11-191

For

Inspection and Testing Water Based Fire Suppression Systems

For

**ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI**

St. Charles County is seeking bids for **Inspection and Testing Water Based Fire Suppression Systems**. The vendor must guarantee the quoted prices for a period of one year. The County, with the consent of the vendor, shall have the option for two (2) one year extensions under the same terms and conditions. The county reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

BID INSTRUCTIONS

One original and one [1] signed copies of the bid must be received in a sealed envelope plainly marked “**Sealed Bid 11-191 Inspection and Testing Water Based Fire Suppression Systems**” with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in blue ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

Bid opening will be on 11/9/2011 at 10:00 AM , in **Room 523** of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by emailing a request to the St. Charles County Purchasing Manager at purchasing@sccmo.org, **no phone calls please**. Include the name and number of the bid and date of the bid opening when requesting the results. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

BID INQUIRIES

All questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail (preferred), mail or fax to:

Rick Hooker, Purchasing Manager
St. Charles County Government
Finance Department
201 North Second St
St. Charles, Missouri 63301
Fax: (636)949-7589
purchasing@sccmo.org

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **5:00 PM** on **11/02/2011**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County’s website <http://finance.sccmo.org/finance>. Check this website frequently for updates and any addendum that are issued.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled “Bid Inquiries”, concerning this request is prohibited. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and the Agencies within St. Charles County. Any Offeror engaging in such prohibited communications may be disqualified at the sole discretion of St. Charles County.

TERMS AND CONDITIONS

- St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges must be included in the F.O.B. destination bid price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.
- The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.
- The County, with the consent of the vendor, shall have the option to renew said contract for two (2) additional twelve (12) month periods at the same specifications and terms and conditions of any contract that may be derived from this request for proposal.
- The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids, in blue ink.
- Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.
- St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and "Void" and will not be opened.
- The successful bidder is specifically denied the right of using in any form or medium the names of St. Charles County or any other public entity within the St. Charles County for public advertising unless express written permission is granted.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered.

When payments are to be made to the County, award will be made to the most advantageous offer.

- County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.
- When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (**E-Verify**) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this bid request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit will remain current for **one year** from the date of the notarized affidavit.

**** PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division
The online address to enroll in the E-verify program is:

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

Open Records

Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

Reliance

Seller acknowledges that it is and that buyer relies upon seller as an expert, fully competent in all phases involved in producing, testing and developing, installing, modifying, altering, reconditioning, stocking, servicing and integrating the equipment and/or systems furnished hereunder, and in training of buyer personnel.

In this context, seller agrees that it will not deny any responsibility or obligation to buyer on the ground that any such phase was originated or accomplished by buyer. Seller shall be responsible for the equipment and/or systems furnished hereunder as though said phases as set forth above were originated and accomplished by it.

More specifically, and without limiting the above, buyer in originating, furnishing or approving any specification, drawing, plan, change, schedule or other document or part thereof, or any test report, or in accepting any systems, neither accepts responsibility for, nor relieves seller from the performance of all terms and conditions of the Request for Bid, and any contract that may be awarded. Any such acts by buyer shall not modify, impair or abrogate any rights of buyer under this Request for Bid and any subsequent contract.

Insurance

Worker's Compensation and Employer's Liability: The successful contractor and each subcontractor shall maintain a policy of Worker's Compensation insurance, or be a qualified self-insurer, providing Statutory limits and Employer's Liability coverage with limits of no less than \$500,000 during the life of the contract.

Automobile, General Liability (including products and completed operations) and Property Damage: Minimum coverage to be maintained by Contractor and each subcontractor in the amount of \$1,000,000 for bodily injury or death to any one person and \$3,000,000 per occurrence. Coverage for completed operations shall also be included. Property damage coverage of at least \$1,000,000 shall be maintained. In the alternative, a Combined Single Limit Policy in the amount of \$3,000,000 shall be maintained. Automobile coverage must include non-owned vehicles.

All such insurance shall be written through an insurance company licensed to do business in the State of Missouri and acceptable to Saint Charles County. The policy must specifically state that the coverage, as it pertains to the County, shall be primary; that any or all insurance carried by an additional insured is strictly excess and secondary, and will not contribute to the Contractor's policy.

The Contractor and each subcontractor agree to furnish Saint Charles County with a Certificate of Insurance naming them as an Additional Insured on each of their respective policies and include a provision for at least 30 days written notice of any material change or cancellation.

BID SPECIFICATIONS

St. Charles County Government is seeking bids for a Vendor to inspect and test various Water Based Fire Suppression Systems for the Facilities Management Department. The Vendor must inspect and test the Water Based Fire Suppression Systems as per the following specifications:

General Conditions

- The Vendor must utilize Journeymen Sprinkler Fitters or equivalent personnel with sufficient experience and training required to perform the subject inspections and testing in compliance with Code 25 of the “National Fire Protection Association” (NFPA 25).
- The Vendor must comply with all Federal and State Employment / Labor regulations including those from the U.S. “Occupational Safety and Health Administration”.
- The Vendor must provide all applicable Insurance Certificates to the County upon the award of the bid.
- The Vendor must inspect and test all applicable systems between the standard hours of 7:30 am and 4:00 pm Monday through Friday. The Vendor shall not be requested to perform inspections or tests during premium time without being compensated for said premium portion of the time.
- The Vendor must supply and complete inspection / test tags as required for the fire suppression systems that have been inspected / tested. The completed tags must be attached to the fire suppression systems such that the tags are readily available for review by County Personnel, Insurance Representatives, and the “Authority Having Jurisdiction”.
- The Vendor must immediately report major fire suppression system deficiencies to the Facilities Management Department of St. Charles County Government.
- The County shall provide personnel to assist the Vendor with the inspection and testing of the Fire Suppression systems. The County shall provide an employee to escort the Inspector throughout the various facilities. The County shall also provide an employee to monitor the applicable Fire Alarm Control Panel while the subject tests are being conducted.
- The County requests pricing for individual tests to facilitate the purchasing and invoice approval process. All bids will be evaluated on the total projected annual cost to perform all tests and inspections for the County. The County intends to award the bid to one qualified Vendor.

Inspections and Tests

➤ **Quarterly Flow Test - Wet Pipe Sprinkler System**

The Inspector shall flow test the Wet Pipe Sprinkler System. The Inspector shall verify that the flow alarm was transmitted to the Fire Alarm Control Panel within the allowable time period.

The Inspector shall also conduct an annual Main Drain test for the Wet Pipe Sprinkler System when performing one of the four quarterly flow tests. The Inspector shall record both the static and dynamic pressures during the Main Drain test.

➤ **Annual – Double Interlocked Pre-Action System**

The Inspector shall partially trip the Pre-Action System. The Inspector shall verify that the proper supervisory signals and fire alarms were transmitted to the Fire Alarm Control Panel.

The Inspector shall check the Pre-Action System for the presence of water in the piping after the partial trip. The Inspector shall also check the Pre-Action System for the presence of condensation in the pipe drip legs. The Inspector shall drain all applicable water from the Pre-Action System at the conclusion of the inspection / test.

The Inspector shall perform an annual Main Drain test for the Pre-Action system in addition to performing the trip test for the Pre-Action System. The Inspector shall record both the static and dynamic pressures during the Main Drain test.

➤ **Annual – Dry Pipe System**

The Inspector shall partially trip the Dry Pipe System. The Inspector shall verify that the proper supervisory signals and fire alarms were transmitted to the Fire Alarm Control Panel.

The Inspector shall check the Dry Pipe System for the presence of water in the piping after the partial trip. The Inspector shall also check the Dry Pipe System for the presence of condensation in the pipe drip legs. The Inspector shall drain all applicable water from the Dry Pipe System at the conclusion of the inspection / test.

The Inspector shall perform an annual Main Drain test for the Dry Pipe system in addition to performing the trip test for the Dry Pipe system. The Inspector shall record both the static and dynamic pressures during the Main Drain test.

➤ **Annual – Fire Pump Performance Test**

The Inspector shall test and document the physical performance of the Fire Pump. The Inspector shall utilize the test header and supply the 2” hoses as required to divert the flow of water outside of the building. The Inspector shall compare the current performance of the pump to the original pump curve as provided by the pump manufacturer.

➤ **Annual – Double Check Valve Assembly**

The Inspector shall test the Double Check Valve Assembly to verify its proper operation on the main Fire Water Service to the building.

➤ **3 Year – Double Interlocked Pre-Action System**

The Inspector shall fully trip the Pre-Action System as required in lieu of the annual partial trip test of the Pre-Action System. The Inspector shall verify that the proper supervisory signals and fire alarms were transmitted to the Fire Alarm Control Panel. The Inspector shall completely drain the Pre-Action System piping as required at the conclusion of the inspection / test.

➤ **3 Year – Dry Pipe System**

The Inspector shall fully trip the Dry Pipe System as required in lieu of the annual partial trip test of the Dry Pipe System. The Inspector shall verify that the proper supervisory signals and fire alarms were transmitted to the Fire Alarm Control Panel. The Inspector shall completely drain the Dry Pipe System piping as required at the conclusion of the inspection / test.

Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: _____

Signature: _____

Title: _____

Company: _____

BID FORM

SB 11-191

Inspection and Testing Water Based Fire Suppression Systems

BID OPENING DATE: 11/9/2011 at 10:00 AM

(Bidder name)

Submits the following bid for this project:

Test	Year 1	Year 2	Year 3
Quarterly Flow Test (Total Cost – 35 Systems)	\$	\$	\$
Annual Pre-Action Test (Total Cost – 5 Systems)	\$	\$	
Annual Dry Pipe Test (Total Cost – 5 Systems)	\$	\$	
3 Year Pre-Action Test (Total Cost – 5 Systems)			\$
3 Year Dry Pipe Test (Total Cost – 5 Systems)			\$
Annual Fire Pump Test (Total Cost – 1 Pump)	\$	\$	\$
Annual Check Valve Test (Total Cost – 7 Valves)	\$	\$	\$

Authorized signature

Date

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID

Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____
(Indicates acceptance of all bid terms and conditions)

Date: _____



AFFIDAVIT OF WORK AUTHORIZATION

Comes now _____ as _____ first being duly
(Name) (Office held)

sworn, on my oath, affirm _____ is enrolled and will
(Company name)

continue to participate in a federal work authorization program in respect to employees that will work

in connection with the contracted services related to _____

(Describe project or insert bid number)

for the duration of the contract, in accordance with RSMo Chapter 285.530 (2). I also affirm that
_____ does not and will not
(Company name)

knowingly employ a person who is an unauthorized alien in connection with the contracted services
related to the _____

(Describe project or insert bid number)

for the duration of the contract.

In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo).

Signature (person with authority)

Printed name

Title

Date

Subscribed and sworn to before me this _____ of _____. I am commissioned as a notary
(Day) (Month & Year)

Public within the County of _____, State of _____, and my
commission expires on _____.

Signature of Notary

Date